



PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern
Development

10 Wellington Street, Room 195
Gatineau, Quebec
K1A 0H4

CONTRACT - CONTRAT

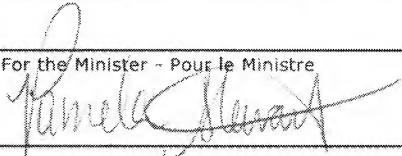
Canada accepts your bid to provide to Canada the goods, services
or both described in the Contract in accordance with the conditions
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les
biens, services ou les deux décrits dans le contrat conformément
aux conditions et aux prix prévus au contrat.

**Name and Address of Contractor
Nom et adresse de l'entrepreneur**

Donna Cona Inc.
106 Colonnade Road, St. Suite 100
Ottawa, ON
ATTN: Blair Sunderland
Proposals@donnacona.com
TBIPS SA
EN578-170432/323/EI

K2E7L6

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| File No. - N° de dossier | |
| 1000196413 | |
| Date of Contract - Date du contrat | |
| 2018-04-01 | |
| Contract No. - N° du contrat | |
| 4600001471 | |
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| <input type="checkbox"/> Included Inclus | <input type="checkbox"/> Excluded En sus |
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| FOB - FAB | |
| Quebec | |
| Destination | |
| Department of Indian Affairs and Northern Development 10 Wellington St. Gatineau, Quebec K1A 0H4 | |
| Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à : donna.murray@canada.ca | |
| Address inquiries to: - Adresser toute demande de renseignements à : alma.moyeda@canada.ca | |
| Area code and Telephone No. Code régional et N° de téléphone | Facsimile No. N° de télécopieur |
| 819-953-6153 | 819-953-7721 |
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| For the Minister - Pour le Ministre | |
|  2018-03-01 | |

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TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

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List of Annexes to the Resulting Contract:

Annex A Statement of Work

Appendix A to Annex A - Tasking Assessment Procedure

Appendix B to Annex A - Task Authorization (TA) Form

Appendix C to Annex A - Resources Assessment Criteria and Response Table

Appendix D to Annex A - Certifications at the TA stage

Annex B Evaluation Criteria

Annex C Basis of Payment

Annex D Security Requirements Check List (SRCL)

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1.1 REQUIREMENT

- a. **Donna Cona Inc.** (the contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s):** Under the Contract, the "Client" is the Department of Indian Affairs and Northern Development (DIAND).
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term :** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

1.2 TASK AUTHORIZATION ("TA")

- a. **As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

Assessment of Resources Proposed at TA Stage: Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendix "A" of Annex "A"

b. Form and Content of Task Authorization :

- i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix B to Annex "A".
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
 - A. a task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the category of resources and the number required;
 - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - F. the start and completion dates;

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- G. milestone dates for deliverables and payments (if applicable);
 - H. the number of person-days of effort required;
 - I. whether the work requires on-site activities and the location;
 - J. the language profile of the resources required;
 - K. the level of security clearance required of resources;
 - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - M. any other constraints that might affect the completion of the task.
- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signature(s):

- A. for any TA with a value less than or equal to \$0.00 (including Applicable Taxes), the TA must be signed by the Technical Authority; and
- B. for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

e. **Periodic Usage Reports:**

- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- ii. The quarterly periods are defined as follows:
 - A. April 1 to June 30;

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- B. July 1 to September 30;
- C. October 1 to December 31; and
- D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

- iii. Each report must contain the following information for each validly issued TA (as amended):
 - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - B. a title or a brief description of the task;
 - C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
 - D. the total estimated cost specified in the TA (applicable taxes extra);
 - E. the total amount (applicable taxes extra) expended to date;
 - F. the start and completion date; and
 - G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended):
 - A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
 - B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.
- f. **Refusal of Task Authorizations or Submission of a Response which is not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex "C". Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).
- g. **Pre-Cleared Resources:**

The Contractor must:

 - i. ensure that the specific individuals named in Annex C of this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the bid solicitation for which they are available; and
 - ii. avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within 5 business days of Contract award and on an ongoing basis during the Contract Period, in the quantities specified for each resource category in the Annex. Each such resource must meet the

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minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the Contract will be amended to list each such resource by name.

The resources identified in the Contract must be maintained and available in the quantities specified throughout the Contract Period. There is no limit to the number of resources that the Contractor may submit for consideration and assessment on an ongoing basis; however, the submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this Contract.

- h. Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

1.3 MINIMUM WORK GUARANTEE

- a. In this clause,
 - i. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - ii. "Minimum Contract Value" means 5 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
 - i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

1.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

- a. General Conditions :

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

1.5 SECURITY REQUIREMENT

The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

PWGSC FILE # Common PS SRCL #6

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex D ;
 - b. *Industrial Security Manual* (Latest Edition).

1.6 CONTRACT PERIOD

- a. **Contract Period** : The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :

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- i. The "Initial Contract Period", which begins on April 1, 2018 and ends on March 31, 2019; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract :**
- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional year period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

1.7 AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Alma Moyeda
Title: Senior Procurement Officer
Organization: Department of Indian Affairs and Northern Development
Address: 10 Wellington St. Gatineau, Quebec K1A 0H4
Telephone: 819-953-6153
Facsimile: 819-953-7721
E-mail address: alma.moyeda@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

b. Project Authority

The Project Authority for the Contract is:

Name: Yves Robineau
Title: Director
Organization: Department of Indian Affairs and Northern Development
Address: 15 Eddy St, 3rd. Floor, Gatineau, Quebec K1A 0H4
Telephone: 819-994-6630
Facsimile: 819-953-1093
E-mail address: yves.robineau@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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c. Contractor's Representative

Name: [REDACTED]
 Title: Account Executive
 Organization: Donna Cona, Inc.
 Address: 106 Colonnade Road, Suite 100
 Ottawa, ON K2E 7L6
 Telephone: 613-234-5407
 E-mail address: [REDACTED]@donnacona.com

1.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

1.9 PAYMENT

a. Basis of Payment

- i. **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex "C", Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ \$ 869,250.00

Applicable taxes: \$130,170.18

- ii. **Pre-Authorized Travel and Living Expenses :**

Canada will not pay any travel or living expenses associated with performing the Work.

- iii. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- iv. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of

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Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure

- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are excluded and applicable taxes are extra.
- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- iii. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

c. Method of Payment for Task Authorizations with a Maximum Price: For each Task Authorization validly issued under the Contract that contains a maximum price:

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

d. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

e. Payment Credits

- i. **Failure to Provide Resource:**
 - A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour

workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of *10 days*.

B. **Corrective Measures:** If credits are payable under this Article for *two consecutive months* or for *three months in any twelve-month period*, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and *20 working days* to rectify the underlying problem.

C. **Termination for Failure to Meet Minimum Availability Level :** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor *3 months'* written notice of its intent, if any of the following apply :

1. the total amount of credits for a given monthly billing cycle reach a level of *10%* of the total billing for that month; or
2. the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- v. **Canada's Rights & Remedies not Limited :** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

f. **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

1. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the

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evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

2. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.10 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to the Project Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

1.11 CERTIFICATIONS

- a) Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.
- b) SACC Manual Clauses
A3000C (2014-11-27) Aboriginal Business Certification

1.12 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.202131537.154425323.1406223033). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

1.13 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

1.14 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

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- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. General Conditions 2035 (2016-04-04); General Conditions - Higher Complexity - Services;
- c. Annex A, Statement of Work;
 - i. Appendix A to Annex A - Tasking Assessment Procedure;
 - ii. Appendix B to Annex A - Task Authorization (TA) Form
 - iii. Appendix C to Annex A - Resources Assessment Criteria and Response Table
 - iv. Appendix D to Annex A - Certifications at the TA Stage
- d. Annex B, Evaluation Criteria
- e. Annex C, Basis of Payment;
- f. Annex D, Security Requirements Check List ;
- g. the Contractor's bid dated **November 30, 2017**

1.15 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

1.16 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

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- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

1.17 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is

based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability :

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims :

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- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

1.18 PROFESSIONAL SERVICES - GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

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2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

1.19 PROFESSIONAL SERVICES FOR PRE-EXISTING SOFTWARE

- a. **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.

1.20 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

1.21 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

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1.22 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

1.23 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX "A"

STATEMENT OF WORK

1. BACKGROUND

- 1.1 Department of Indian Affairs and Northern Development (DIAND) has the primary, but not exclusive responsibility for meeting the federal government's constitutional, treaty, political, and obligations to Indigenous and Northern peoples. Under this mandate, DIAND is responsible for the planning, design, implementation, assessment of policies, and the delivery of a variety of programs and services to Indigenous and Northern peoples and their communities.
- 1.2 In order to fulfill its mandate, DIAND has a number of applications that integrate with the SAP ERP Financial and Material Management System (hosted by Health Canada). These include the Grants and Contributions Information Management System (GCIMS), the Trust Funds Management System (TFMS), and the Shared Travel System (STS).
- 1.3 Treasury Board Secretariat (TBS) introduced a new Policy on Results to be implemented by departments by April 1, 2018. In order to comply with the fundamental requirements set out in the Policy, changes to the departmental coding structure are required.
- 1.4 It is incumbent on DIAND to reduce long term reliance on consultants and foster short term usage of professional services within the department for ongoing business functions through its insourcing plan.
- 1.5 DIAND has a requirement for a Change Management Consultant, a Business Process Re-engineering (BPR) Consultant, a Business Analyst, and an ERP Technical Analyst in order to enable the necessary organizational and system change activities. This work will directly support the efficient operation of financial functions throughout the department, assist in the transition from the old to the new financial coding structures, and support other related projects and initiatives.

2 OBJECTIVE

- 2.1 Due to a lack of resources and available expertise required to support the timely impact analysis, definition and implementation of departmental coding structure changes as a result of TBS led requirements and in support of DIAND's insourcing plan, DIAND is seeking to establish up to two competitively awarded contracts for a Level 3 - Change Management Consultant, a Level 2 - Business Process Re-engineering (BPR) Consultant, a Level 2 - Business Analyst, and a Level 2 - ERP Technical Analyst.
- 2.2 To ensure that DIAND has the timely, specialized expertise and attains the longer term stability through knowledge transfer required for the above objectives, DIAND has a requirement to establish two competitively awarded contracts.

3 SCOPE OF WORK

- 3.1 To provide respective services as a Change Management Consultant, a Business Process Re-engineering (BPR) Consultant, a Business Analyst, and an ERP Technical Analyst in support of the Project Authority, the Director, Financial Systems and Training, representing the business owner.
- 3.2 In the provision of services, the Contractor shall, on an "as and when required basis" and as described in the Contract or Task Authorization document issued, provide (to the satisfaction of the Project Authorities) services as specified in this Statement of Work (SOW).

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3.2.1 Typical activities of a **Level 3 - Change Management Consultant** may include (but are not limited to):

- a) Conducting and supporting a review and analysis of the current state of coding structures as a result of the SAP implementation and making recommendations for required changes as a result of TBS Policy on Results Framework requirements;
- b) Developing a work plan to re-define and implement the new requirements within the constraints of the framework;
- c) Analysis and development of business "critical success factors";
- d) Coordinating, supporting and working with operational business areas and SAP service providers to engage in the initiative where and when required;
- e) Support the implementation of the work plan through the provision of SAP data input, guidance and oversight of affected operational groups;
- f) Developing change management plans and strategies;
- g) Supporting SAP, GCIMS, TFMS and STS operational services when and where required;
- h) Providing any other related Change Management and Documentation services necessary in support of the operational pressures and requirements and in support of the insourcing initiative;
- i) Transferring knowledge to Government of Canada staff when required;
- j) Providing the project authority with appropriate project documentation and material;
- k) Providing weekly status reports to the project authority;
- l) Responsible for leading other functional staff to define business strategy and processes in support of transformation and change management activities;
- m) Participate in change impact analysis and change management activities;
- n) Coordinate development of training and coordination with other stakeholders; and,
- o) Create presentations and present to various stakeholders, and facilitate meetings and discussions.

3.2.2 Typical activities of a **Business Process Re-engineering (BPR) Consultant, Level 2** may include (but are not limited to):

- a) Providing expert advice in defining new requirements and opportunities for applying efficient and effective solutions; identifying and providing preliminary costs of potential options;
- b) Providing expert advice in developing and integrating process and information models between business processes to eliminate information and process redundancies;
- c) Identifying candidate business processes for re-design, prototyping potential solutions, providing trade-off information and suggesting a recommended course of action. Identifying the modifications to automated processes;
- d) Analyzing business functional requirements to identify information, procedures and decision flows;
- e) Generating and executing test plans, procedures and scripts;
- f) Identifying and recommending new capability requirements and solution options;
- g) Using DIAND's standard methodology and processes including RUP;
- h) Working in a team environment;
- i) Working on projects using an iterative (SDLC) methodology;
- p) Participating in change impact analysis and change management activities;
- j) Transferring knowledge to Government of Canada staff when required;
- k) Coordinating development of training and coordination with other stakeholders;
- l) Creating presentations and presenting to various stakeholders, and facilitating meetings and discussions;
- m) Documenting workflows;
- n) Using business workflow and organizational modeling software tools; and,
- o) Any other tasks related to the type of work normally performed under this category.

3.2.3 Typical activities of a **Business Analyst, Level 2** may include (but are not limited to):

- a) Performing business analyses of functional requirements to identify information, procedures, and decision flows;
- b) Evaluating existing procedures and methods, identifying and documenting items such as database content, structure, application subsystems;
- c) Defining and documenting interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems;
- d) Develop and document statements of requirements for considered alternatives;
- e) Support and use the selected departmental methodologies;
- f) Interacting with departmental representatives and project stakeholders to facilitate workshops to gather and finalize user requirements;
- g) Providing functional support for DIAND's Corporate Applications solutions, identifying problems or issues, preparing the required analyses and preparing recommendations;
- h) Translating user requirements into functional specifications and verifying the nature and scope of a proposed solution;
- i) Developing detailed statements of requirement for proposed system alternatives and/or business process transformations;
- j) Working closely with the development team to ensure functional specifications are easily translated into design documents and monitor project development status over time;
- k) Developing business migration strategies;
- l) Providing functional advice and guidance to DIAND regarding the development and implementation of system operating policies, procedures, manuals, guidelines and other related documents;
- m) Developing acceptance test criteria, test plans, executing tests, documenting and evaluating results;
- n) Documenting applications for later modification or reference by assembling specifications, flow charts, diagrams, layouts, programming, and operating instructions;
- o) Building capacity within DIAND regarding the standards, practices, and methodologies for functional business analysis and needs/requirement definition processes, with respect to DIAND's Corporate Applications;
- p) Participating in the preparation of procedural and training processes;
- q) Providing weekly status reports to the DIAND Project Authority; and,
- r) Any other related Functional Business Analysis and system support services necessary to ensure the operation of DIAND Corporate Applications systems.

3.2.4 Typical activities of an **ERP Technical Analyst, Level 2** may include (but are not limited to):

- a) Providing support services to the software development and software testing teams;
- b) Assisting in activities associated with the technical architecture, design and implementation of DIAND solutions;
- c) Identifying and documenting issues to ensure that new and existing customized software processes perform correctly in the various supported SAP environments;
- d) Developing, documenting and performing unit testing according to DIAND standards, supporting changes or enhancements to DIAND solutions to meet technical or functional requirement specifications;
- e) Liaising with technical, functional and Departmental representatives to ensure that the business requirements are being met by the enhancements or upgrades;
- f) Assisting with the production level support and maintenance of DIAND software provided to the participating areas;
- g) Assisting in developing the documentation and/or training related to the software created or modified;
- h) Designing and documenting system components, interfaces and the operational environment;
- i) Designing data structures and files, subsystems and modules, programs, batch, on line and production;

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- j) Monitoring procedures, testing strategies, and systems;
- k) Implementation of quality assurance standards regarding implementation;
- q) Documentation of modules and procedures;
- l) Transferring knowledge to Government of Canada staff when required;
- m) Introduction of operating releases to the supported systems; and,
- n) Any other related technical system support services necessary to ensure the operation of other related DIAND corporate applications.

4 LOCATION OF WORK AND TRAVEL

- 4.1 The primary area of service delivery will be DIAND's Headquarters, located at 9 Montclair Blvd, Gatineau, Quebec and/or 10 Wellington St., Gatineau, Quebec.
- 4.2 The work shall be conducted on site at DIAND's facilities in the NCR.
- 4.3 DIAND is not responsible for the Contractor's travel and associated costs between the Contractor's business facility and DIAND's facilities in the NCR.

5 LANGUAGE OF WORK

- 5.1 The language of work and correspondence for this Contract is English. The language of all written deliverables shall be English.

APPENDIX A TO ANNEX "A" TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor (in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations".) Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time limit for a response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix E of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumé must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e. the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained.

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In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Annex B to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

APPENDIX B TO ANNEX A TASK AUTHORIZATION FORM

| TASK AUTHORIZATION | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------------|---------------------|----------------------------------------|
| Contractor: | | Contract Number: | | |
| Commitment Number: _____ | | Financial Coding: | | |
| Task Number: | | Date: | | |
| TA Request (For completion by Technical Authority) | | | | |
| Statement of Work | | | | |
| | | | | |
| 2. PERIOD OF SERVICES | From: | | To: | |
| 3. Work Location | | | | |
| 4. Travel Requirements | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify: | | | |
| 5. Other Conditions /Restraints | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify: | | | |
| 6. Task Proposal (insert rows as required) Check (): | Estimated Cost \$ | | Fixed Price | \$ |
| 7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL | | | | |
| <input checked="" type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other | | | | |
| 8. BILINGUALISM (if applicable) | | | | |
| <input type="checkbox"/> YES | | | | <input checked="" type="checkbox"/> NO |
| List of the categories of personnel for whom the bilingualism is required: | | | | |
| N/A | | | | |
| TA Proposal [For completion by Contractor] | | | | |
| 9. Estimated Cost Contract <Insert additional rows as required> | | | | |
| Category (Level) and Name of Proposed Resource | PWGSC Security File Number | Firm Per Diem Rate | Estimated # of Days | Total cost |
| | | \$ | | \$ |
| Professional services estimated cost | Total | | | \$ |
| | | | | QST \$ |
| | | | | Grand Total \$ |
| Travel & Living : \$0.00 | | Estimated Cost | | |

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| | |
|-----------------------------------|----------------------------|
| \$ | HST |
| \$0.00 | Total Travel & Living Cost |
| Grand Total for Labour and Travel | \$ |

| TA Approval | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|
| 10. Signing Authorities | | |
| Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor : | Contractor | Date |
| Name, Title and Signature of Individual Authorizing the use of this Standing Offer to Sign on Behalf of the Department of Indian Affairs and Northern Development Canada (DIAND) - Information Management Branch, (IMB) Michael Mihaylov, Manager, ADDDA | DIAND | Date |
| Name, Title and Signature of the Project Authority (Client) | Client or ADDDA | Date |
| Pursuant to Section 41 of the Financial Administration Act. Approved for the Minister | DIAND | Date |
| 11. Basis of Payment & Invoicing | | |
| <p>In Accordance with the article entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p> | | |

APPENDIX C TO ANNEX A RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

1.0 Mandatory Resource Assessment Criteria:

2.0 Point Rated Resource Assessment Criteria:

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APPENDIX D TO ANNEX A CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above

Date

Contract 4600001471

4. **CERTIFICATION OF LANGUAGE - English**

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are

Unilingual English: fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date

Contract 4600001471

ANNEX "B" **BID EVALUATION CRITERIA**

| Item | Mandatory Requirement | Compliant (Yes/No) | Reference to Bidder's Proposal |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------|
| MT1 | A.5 ERP Technical Analyst, Level 2 | | |
| M1 | The Contractor MUST demonstrate that the proposed resource has experience as an ERP technical analyst in the Federal or Provincial or Municipal Government using Oracle Financials for a minimum of five (5) years and using SAP for a minimum of five (5) years. The Crown will accept Canadian Federal Crown Corporation project experience. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M2 | The Contractor MUST demonstrate that the proposed resource has a minimum of five (5) years using Oracle and PL/SQL. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M3 | The Contractor MUST demonstrate that the proposed resource has a minimum of five (5) years' of Information Technology (IT) work experience in Enterprise Resource Planning (ERP) projects. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M4 | The Contractor MUST demonstrate that the proposed resource has a minimum of five (5) years' experience in defining and finalizing data conversion strategies and specifications. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

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| Item RT1 | Rated Requirements A.5 ERP Technical Analyst, Level 2 | Max Points | Evaluation Criteria |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R1 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M1, as an ERP technical analyst. | 5 | 5 years or less = 0 points More than 5 years to 6 years = 2 points More than 6 years to 7 years = 3 points More than 7 years to 8 years = 4 points More than 8 years = 5 points |
| R2 | The Contractor should demonstrate that the proposed resource has experience working on projects developing PL/SQL scripts and stored procedures and packages for Oracle Financials and SAP. | 20 | Oracle Financials: Less than 3 years = 0 point 3 years or more = 10 points SAP: Less than 3 years = 0 point 3 years or more = 10 points |
| R3 | The Contractor should demonstrate that the proposed resource has experience troubleshooting, analyzing and resolving data related issues between systems interfacing with an ERP. | 10 | Less than 5 years = 5 points more than 5 years = 10 points |
| | Total-Candidate must achieve a minimum of 70% to be considered compliant | Maximum score (24) Maximum score (35) | |
| Total | | | |
| Min Pass | | | |

Contract 4600001471

| Item MT2 | Mandatory Requirement P.1 Change Management Consultant Level 3 | Compliant (Yes/No) | Reference to Bidder's Proposal |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------------|
| M1 | The Contractor MUST demonstrate that the proposed resource has a minimum of ten (10) years' experience working on Financial Systems business transformation projects with an overall budget of \$5 Million or more. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M2 | The Contractor MUST demonstrate that the proposed resource has a minimum of ten (10) years' experience in developing change management plans and strategies, communications materials, and presentations. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M3 | The Contractor MUST demonstrate that the proposed resource has a minimum of ten (10) years' experience in evaluating the impact of business transformation and changes in Large-Scale Organizations*. *Large-Scale Organization is defined as an organization with 3000 or more employees. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M4 | The Contractor MUST demonstrate that the proposed resource has a minimum of ten (10) years' experience in developing new business policies and procedures to support business changes and transformation. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

Contract 4600001471

| Item RT2 | Point Rated Criteria P.1 Change Management Consultant Level 3 | Max Points | Evaluation Criteria |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R1 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M2, in developing change management plans and strategies, communications materials, and presentations. | 4 | 10 years or less = 0 point More than 10 years to 11 years = 1 point More than 11 years to 12 years = 2 points More than 12 years to 13 years = 3 points More than 13 years = 4 points |
| R2 | The Contractor should demonstrate that the proposed resource has experience in conducting information gathering, interviews and workshops with business and technical communities in a Large-Scale De-Centralized Organization* in support of financial systems project initiatives. *Large-Scale De-Centralized Organization is defined as an organization with 3000 or more employees that are geographically disbursed. | 6 | 1 year or less = 1 point More than 1 year to 2 years = 2 points More than 2 years to 5 years = 4 points More than 5 years = 6 points |
| R3 | The Contractor should demonstrate that the proposed resource has experience working as a change manager on a financial systems project with a duration of six (6) months or more within one or more Federal Government Departments. | 9 | 1 Federal Government Department = 3 points 2 Federal Government Departments = 6 points 3 or more Federal Government Departments = 9 points |
| | Total-Candidate must achieve a minimum of 70% to be considered compliant | Minimum Score (13) Maximum Score (19) | |
| Total | | | |
| Min Pass | | | |

Contract 4600001471

| Item MT3 | Mandatory Requirement B.1 Business Analyst, Level 2 | Compliant (Yes/No) | Reference to Bidder's Proposal |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------|
| M1 | The Contractor MUST demonstrate that the proposed resource has a post-secondary degree in finance, accounting, business informatics, or management information systems or SAP academy-level certification in SAP R/3 at version 4.7 or above. The Crown will accept "SAP Certified Solution Consultant Supply Chain Management- Order Fulfillment with SAP ERP 2005" certification and "SAP Certified Technology Associate - Change Control Management for Solution Manager E2E 7.1 SP03" certification. The Crown will accept a CMA from the Certified Management Accounts of Ontario. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M2 | The Contractor MUST demonstrate that the proposed resource has a minimum of twelve (12) months experience within the past five (5) years as a business analyst on one (1) or more SAP projects. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M3 | The Contractor MUST demonstrate that the proposed resource has a minimum of five (5) years of experience performing business analyses of functional requirements to identify information, procedures, and decision flows. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

Contract 4600001471

| Item RT3 | Rated Requirements B.1 Business Analyst, Level 2 | Max Points | Evaluation Criteria |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R1 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M2, as business analyst on one (1) or more SAP projects. | 5 | 1 year or less = 0 point More than 1 year to 2 years = 2 points More than 2 years to 3 years = 3 points More than 3 years to 4 years = 4 points More than 4 years = 5 points |
| R2 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M3, performing business analyses of functional requirements to identify information, procedures, and decision flows. | 5 | 5 years or less = 0 point More than 5 years to 6 years = 2 points More than 6 years to 7 years = 3 points More than 7 years to 8 years = 4 points More than 8 years = 5 points |
| R3 | The Contractor should demonstrate that the proposed resource has experience with the SAP version 4.6 or higher software in the Canadian public sector environment (Federal, Provincial, and/or Municipal governments) within the past five (5) years. | 5 | 1 project = 1 point 2 projects = 3 points More than 2 projects = 5 points |
| R4 | The Contractor should demonstrate that the proposed resource has experience within the past five (5) years as business analyst on an SAP project team involving four or more integrated SAP modules. | 5 | 1 project = 1 point 2 projects = 3 points More than 2 projects = 5 points |
| R5 | The Contractor should demonstrate that the proposed resource has experience within the past five (5) years in the life cycle of an ERP implementation or upgrade project including fit/gap, research/analysis, planning, business process procedures documentation, design, development, configuration, unit testing, integration testing, systems user acceptance testing, installation, conversion, training/documentation, go-live, post-implementation follow-up and lessons learned. | 10 | 1 to 4 areas = 2 points 5 to 7 areas = 6 points 8 areas or more = 10 points |
| R6 | The Contractor should demonstrate that the proposed resource has experience in the past five (5) years making presentations, facilitating meetings and preparing training materials | 5 | 1 project = 1 point 2 projects = 3 points More than 2 projects = 5 points |
| | Total-Candidate must achieve a minimum of 70% to be considered compliant | Minimum Score (24) Maximum Score (35) | |
| Total | | | |
| Min Pass | | | |

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| Item MT4 | Mandatory Requirement B.1 Business Process Re-engineering (BPR) Consultant Level 2 | Compliant (Yes/No) | Reference to Bidder's Proposal |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------|
| M1 | The Contractor MUST demonstrate that the proposed resource has a minimum of five (5) years of experience working on IM/IT SAP Business transformation projects with an overall budget of \$5 Million or more. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M2 | The Contractor MUST demonstrate that the proposed resource has a minimum five (5) years of experience with SAP in the Federal or Provincial or Municipal Government environment. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M3 | The Contractor MUST demonstrate that the proposed resource has a minimum five (5) years of experience providing advice in analyzing and defining new requirements and opportunities, and costing of potential options. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

Contract 4600001471

| Item RT4 | Rated Requirements B.1 Business Process Re-engineering (BPR) Consultant Level 2 | Max Points | Evaluation Criteria |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R1 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M1, working on IM/IT SAP Business transformation projects with an overall budget of \$5 Million or more. | 5 | 5 years or less = 0 point More than 5 years to 6 years = 2 points More than 6 years to 7 years = 3 points More than 7 years to 8 years = 4 points More than 8 years = 5 points |
| R2 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M2, with SAP in a Canadian Federal Government environment. | 5 | 5 years or less = 0 point More than 5 years to 6 years = 2 points More than 6 years to 7 years = 3 points More than 7 years to 8 years = 4 points More than 8 years = 5 points |
| R3 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M3, providing advice in analyzing and defining new requirements and opportunities, and costing of potential options. | 5 | 5 years or less = 0 point More than 5 years to 6 years = 2 points More than 6 years to 7 years = 3 points More than 7 years to 8 years = 4 points More than 8 years = 5 points |
| R4 | Demonstrated work experience with SAP implementations or upgrades each with a minimum of 3 of the following modules within the last ten (10) years: FI, FM, CO, MM, SD, PS, PM. | 30 | 5 points per project; Additional 5 points for demonstrated experience with all 7 modules |
| R5 | Demonstrated work experience developing SAP implementation or upgrade strategies and business cases within the last ten (10) years. | 15 | 1 project = 5 points 2 projects = 10 points 3 projects = 15 points |
| R6 | Demonstrated work experience providing strategic advice in developing SAP 4.7 or ERP 6.0 enterprise architecture. | 15 | 1 project = 5 points 2 projects = 10 points 3 projects = 15 points |
| R7 | Demonstrated experience conducting Fit/Gap analyses and analyses on customizations during SAP Upgrade or implementation projects | 15 | 1 project = 5 points 2 projects = 10 points 3 projects = 15 points |
| R8 | Demonstrated experience related to scoping and project planning, including FIT/GAP analysis, design, resourcing requirements, milestones and critical path within the last ten (10) years. | 15 | 1 project = 5 points 2 projects = 10 points 3 projects = 15 points |

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| Item RT4 | Rated Requirements B.1 Business Process Re-engineering (BPR) Consultant Level 2 | Max Points | Evaluation Criteria |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------------|
| R9 | Demonstrated experience providing strategic advice to senior management in the Public Sector. | 15 | 1 project = 5 points 2 projects = 10 points 3 projects = 15 points |
| R10 | Certification in a Project Management methodology including SAP's ASAP certification, PMP or ITIL certification - Prince2Certification will be accepted. | 10 | |
| | Total-Candidate must achieve a minimum of 70% to be considered compliant | Minimum Score (91) Maximum Score (130) | |
| Total | | | |
| Min Pass | | | |

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ANNEX C BASIS OF PAYMENT

Initial Contract Period: April 1, 2018 to March 31, 2019

| Resource Category | Level of Expertise | Estimated Number of Days | Firm Per Diem Rate | Total Cost |
|-------------------------------------------------------|--------------------|--------------------------|--------------------|----------------------|
| A.5 ERP Technical Analyst | 2 | | | \$212,250.00 |
| P.1 Change Management Consultant | 3 | | | \$227,200.00 |
| B.1 Business Analyst | 2 | | | \$240,000.00 |
| B.5 Business Process Re-engineering (BPR) Consultant | 2 | | | \$189,800.00 |
| Total Price Initial Contract Period | | | | \$ 869,250.00 |

Option Period 1: April 1, 2019 to March 31, 2020

| Resource Category | Level of Expertise | Estimated Number of Days | Firm Per Diem Rate | Total Cost |
|-------------------------------------------------------|--------------------|--------------------------|--------------------|----------------------|
| A.5 ERP Technical Analyst | 2 | | | \$212,250.00 |
| P.1 Change Management Consultant | 3 | | | \$113,600.00 |
| B.1 Business Analyst | 2 | | | \$192,000.00 |
| B.5 Business Process Re-engineering (BPR) Consultant | 2 | | | \$ 94,900.00 |
| Total Price Option Period 1 | | | | \$ 612,750.00 |

| | |
|---------------------------------------------|------------------------|
| Total Bid Price | |
| (Initial Contract Period + Option Period 1) | \$ 1,482,000.00 |

Contract 4600001471

ANNEX D SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Common PS SRCL#6

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada | 2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant |
| 4. Brief Description of Work / Brève description du travail Professional Services - Standing Offers and Supply Arrangements | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui | |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | |
| Canada <input checked="" type="checkbox"/> | NATO / OTAN <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | |
| No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> | All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> |
| Not releasable / À ne pas diffuser <input type="checkbox"/> | No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Restricted to / Limité à <input type="checkbox"/> | Restricted to / Limité à <input type="checkbox"/> |
| Specify country(ies) / Préciser le(s) pays : | Specify country(ies) / Préciser le(s) pays : |
| 7. c) Level of information / Niveau d'information | |
| PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/> | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> |
| PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> | NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> |
| PROTECTED C / PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> |
| CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> | NATO SECRET <input type="checkbox"/> |
| SECRET <input type="checkbox"/> | COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET <input type="checkbox"/> | |
| TRÈS SECRET <input type="checkbox"/> | |
| TOP SECRET (SIGINT) <input type="checkbox"/> | |
| TRÈS SECRET (SIGINT) <input type="checkbox"/> | |

TB9/SCT 060-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Contract 4600001471



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Common PS SRCUP3

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité: ☒ No ☐ Yes
Non ☐ Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel: ☒ No ☐ Yes
Document Number / Numéro du document: Non ☐ Oui

PART B (PERSONNEL (SUPPLIER) / PARTIE B (PERSONNEL (FOURNISSEUR))

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

| | | | |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux: _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non ☐ Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non ☐ Oui

PART C (SAFEGUARDS (SUPPLIER) / PARTIE C (MESURES DE PROTECTION (FOURNISSEUR))

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non ☐ Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non ☐ Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui

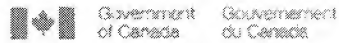
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non ☐ Oui

TPSS/CT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Contract 4600001471



Contract Number / Numéro du contrat

Division PS SRCL#8

Security Classification / Classification de sécurité
UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis sur installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category / Catégorie | PROTECTED PROTÉGÉ | | | CLASSIFIED CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | |
|----------------------------|----------------------|---|---|------------------------------|--------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------|----------------------|---|---|--------------|--------|------------|
| | A | B | C | CONFIDENTIAL CONFIDENTIEL | SECRET | TOP SECRET | NATO RESTRICTED | NATO CONFIDENTIAL | NATO SECRET | COMSEC TOP SECRET COMINT TOP SECRET | PROTECTED PROTÉGÉ | | | CONFIDENTIAL | SECRET | TOP SECRET |
| | | | | | | | NATO DIVULSION RESTRICTÉ <td>NATO CONFIDENTIEL<td></td><td></td><td>A</td><td>B</td><td>C</td><td>CONFIDENTIEL</td><td></td><td>TOP SECRET</td></td> | NATO CONFIDENTIEL <td></td> <td></td> <td>A</td> <td>B</td> <td>C</td> <td>CONFIDENTIEL</td> <td></td> <td>TOP SECRET</td> | | | A | B | C | CONFIDENTIEL | | TOP SECRET |
| Information / Infos | | | | | | | | | | | | | | | | |
| Plans / Plans | | | | | | | | | | | | | | | | |
| Documents / Documents | | | | | | | | | | | | | | | | |
| Equipment / Équipement | | | | | | | | | | | | | | | | |
| Facilities / Installations | | | | | | | | | | | | | | | | |
| Other / Autres | | | | | | | | | | | | | | | | |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

706/307 350 103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Government
of Canada
Gouvernement
du Canada

Contract Number / Numéro du contrat

Common PS SRCL#6

Security Classification / Classification de sécurité
UNCLASSIFIED

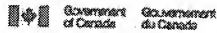
| PART 3 - AUTHORIZATION / PARTIE 3 - AUTORISATION | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------------------------------------|------------------------------------------------------------------------------------|
| 13. Organization / Project Authority / Charge de projet de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) | | Title - Titre | Signature |
| Controlled Professional Services System, CPSS | | Professional Services - Methods of Supply | <i>Ruben Lerner</i> |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| 000-000-0000 | 000-000-0000 | SPSC.CPSS@psgo-pwsc.gc.ca | 2012/03/13 |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) | | Title - Titre | Signature |
| Charron, Annie | | SO | <i>Annie Charron</i> |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| 610-950-0015 | 610-954-1443 | annie.charron@psgo-pwsc.gc.ca | March 30, 2012 |
| 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? | | | <input type="checkbox"/> No / Oui <input checked="" type="checkbox"/> Yes / Non |
| 16. Procurement Officer / Agent d'approvisionnement | | | |
| Name (print) - Nom (en lettres moulées) | | Title - Titre | Signature |
| | | | |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| | | | |
| 17. Contracting Security Authority / Autorité contractante en matière de sécurité | | | |
| Name (print) - Nom (en lettres moulées) | | Title - Titre | Signature |
| | | | <i>Jacques Saumur</i> |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| | | | 27-MARCH-2012 |

Jacques Saumur
Contract Security Officer, Contract Security Division
Jacques.Saumur@psgo-pwsc.gc.ca
Tel/Tél - 613-948-1732 / Fax/Télex - 613-954-4171

(HS/SC) 300-10X(204/412)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



| |
|------------------------------------------------------------------------------------------------------------------|
| Contract Number / Numéro du contrat 1000196413 Security Classification / Classification de sécurité |
|------------------------------------------------------------------------------------------------------------------|

| | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------|--|----------------------------------------------------------------|--|---------------------------------|--|
| 13. Organization Project Authority / Chargé de projet de l'organisme Name (print) - Nom (en lettres moldées) Yves Robineau | | | | Title - Titre Director, FST | | Signature <i>[Signature]</i> | |
| Telephone No. - N° de téléphone (819) 994-6533 | | Facsimile No. - N° de télécopieur (819) 994-7084 | | E-mail address - Adresse courriel Yves.Robineau@montreal.ca | | Date OCT 30 2017 | |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres moldées) F. Gauthier, Sylvie | | | | Title - Titre Contracting Officer | | Signature <i>[Signature]</i> | |
| Telephone No. - N° de téléphone (819) 994-6533 | | Facsimile No. - N° de télécopieur (819) 994-6774 | | E-mail address - Adresse courriel Security Officer | | Date 2017/11/06 | |
| 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out | | | | | | | |
| 16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres moldées) Alma Moyeda | | | | Title - Titre Procurement Officer | | Signature <i>[Signature]</i> | |
| Telephone No. - N° de téléphone 819 953 6153 | | Facsimile No. - N° de télécopieur 819 953 7721 | | E-mail address - Adresse courriel alma.moyeda@nov.ca | | Date Nov. 6, 2017 | |
| 17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) - Nom (en lettres moldées) | | | | Title - Titre | | Signature | |
| Telephone No. - N° de téléphone | | Facsimile No. - N° de télécopieur | | E-mail address - Adresse courriel | | Date | |

TDS/CT 350-100/2004/12

Security Classification / Classification de sécurité

Canada


NCR/10180642 - v1

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Public Works and Government
Services CanadaTravaux publics et Services
gouvernementaux Canada**PURCHASING OFFICE - BUREAU DES ACHATS**Department of Indian Affairs and Northern
Development10 Wellington Street, Room 195
Gatineau, Quebec
K1A 0H4**CONTRACT - CONTRAT**Canada accepts your bid to provide to Canada the goods, services
or both described in the Contract in accordance with the conditions
and at the prices set out in the Contract.Le Canada accepte votre soumission de fournir au Canada les
biens, services ou les deux décrits dans le contrat conformément
aux conditions et aux prix prévus au contrat.**Name and Address of Contractor
Nom et adresse de l'entrepreneur**Donna Cona Inc.
106 Colonnade, Suite 100
Ottawa, ON
ATTN: [REDACTED]
[REDACTED]@DonnaCona.com
TBIPS SA
EN578-170432/092/EI

K2E7L6

Canada

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------|--|
| File No. - N° de dossier | | 1000194450 | |
| Date of Contract - Date du contrat | | 2018-03-15 | |
| Contract No. - N° du contrat | | 4600001476 | |
| Client Reference No. (optional) - N° de référence du client (facultatif) | | 1000194450 | |
| Financial Code(s) - Code(s) financier(s) | | 0420-A4124-ND9A-ACGC6-54701 | |
| Duty - Droits <input type="checkbox"/> Included Inclus <input type="checkbox"/> Excluded En sus | | Applicable Taxes / Taxes applicables <input checked="" type="checkbox"/> Included Inclus <input type="checkbox"/> Excluded En sus | |
| FOB - FAB | | Quebec | |
| Destination Department of Indian Affairs and Northern Development 10 Wellington St. Gatineau, Quebec K1A 0H4 | | | |
| Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à : donna.murray@canada.ca | | | |
| Address Inquiries to: - Adresser toute demande de renseignements à : alma.moyeda@canada.ca | | | |
| Area code and Telephone No. Code régional et N° de téléphone | | Facsimile No. N° de télécopieur | |
| 819-953-6153 | | 819-953-7721 | |
| Total estimated cost - Coût total estimatif | | \$999,420.18 | |
| For the Minister - Pour le Ministre  March 15, 2018 | | | |

TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)**TABLE OF CONTENTS**

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List of Annexes to the Resulting Contract:**Annex A Statement of Work**

Appendix A to Annex A - Tasking Assessment Procedure

Appendix B to Annex A - Task Authorization (TA) Form

Appendix C to Annex A - Resources Assessment Criteria and Response Table

Appendix D to Annex A - Certifications at the TA stage

Annex B Evaluation Criteria**Annex C Basis of Payment****Annex D Security Requirements Check List (SRCL)**

1.1 REQUIREMENT

- a. **Donna Cona Inc.** (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s):** Under the Contract, the "Client" is the Department of Indian Affairs and Northern Development (DIAND).
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term :** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

1.2 TASK AUTHORIZATION ("TA")

- a. **As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

Assessment of Resources Proposed at TA Stage: Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendix "A" of Annex "A"

b. Form and Content of Task Authorization :

- i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix B to Annex "A".
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
 - A. a task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the category of resources and the number required;

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- E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - F. the start and completion dates;
 - G. milestone dates for deliverables and payments (if applicable);
 - H. the number of person-days of effort required;
 - I. whether the work requires on-site activities and the location;
 - J. the language profile of the resources required;
 - K. the level of security clearance required of resources;
 - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - M. any other constraints that might affect the completion of the task.
- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- To be validly issued, a TA must include the following signature(s):
- A. for any TA with a value less than or equal to \$0.00 (including Applicable Taxes), the TA must be signed by the Technical Authority; and
 - B. for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority.
- Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.
- e. **Periodic Usage Reports:**
- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
 - ii. The quarterly periods are defined as follows:

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- A. April 1 to June 30;
- B. July 1 to September 30;
- C. October 1 to December 31; and
- D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

iii. Each report must contain the following information for each validly issued TA (as amended):

- A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- B. a title or a brief description of the task;
- C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
- D. the total estimated cost specified in the TA (applicable taxes extra);
- E. the total amount (applicable taxes extra) expended to date;
- F. the start and completion date; and
- G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended):

- A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
- B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.

f. **Refusal of Task Authorizations or Submission of a Response which is not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex "C". Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

g. **Pre-Cleared Resources:**

The Contractor must:

- i. ensure that the specific individuals named in Annex C of this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the bid solicitation for which they are available; and
- ii. avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within 5 business days of Contract award and on an ongoing basis during the Contract Period, in the quantities

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specified for each resource category in the Annex. Each such resource must meet the minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the Contract will be amended to list each such resource by name.

The resources identified in the Contract must be maintained and available in the quantities specified throughout the Contract Period. There is no limit to the number of resources that the Contractor may submit for consideration and assessment on an ongoing basis; however, the submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this Contract.

- h. **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

1.3 MINIMUM WORK GUARANTEE

- a. In this clause,
- i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - ii. **"Minimum Contract Value"** means 5 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
- i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

1.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

- a. **General Conditions :**

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2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

1.5 SECURITY REQUIREMENT

The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

PWGSC FILE # Common PS SRCL #6

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex __D__;
 - b. *Industrial Security Manual* (Latest Edition).

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1.6 CONTRACT PERIOD

- a. **Contract Period :** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
- i. The "Initial Contract Period", which begins on April 1, 2018 and ends March 31, 2019; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract :**
- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional year period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

1.7 AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Alma Moyeda
Title: Senior Procurement Officer
Organization: Department of Indian Affairs and Northern Development
Address: 10 Wellington St. Gatineau, Quebec K1A 0H4
Telephone: 819-953-6153
Facsimile: 819-953-7721
E-mail address: alma.moyeda@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

b. Project Authority

The Project Authority for the Contract is:

Name: Yves Robineau
Title: Director
Organization: Department of Indian Affairs and Northern Development
Address: 15 Eddy St, 3rd. Floor, Gatineau, Quebec K1A 0H4
Telephone: 819-994-6630
Facsimile: 819-953-1093
E-mail address: yves.robineau@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority;

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however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

c. Contractor's Representative

Name: [REDACTED]
 Title: Account Executive
 Organization: Donna Cona, Inc.
 Address: 106 Colonnade Road, Suite 100
 Ottawa, ON K2E 7L6
 Telephone: 613-234-5407
 E-mail address: [REDACTED]@donnacona.com

1.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

1.9 PAYMENT

a. Basis of Payment

- i. **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex "C", Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ \$ 869,250.00

Applicable taxes (GST & QST): \$130,170.18

- ii. **Pre-Authorized Travel and Living Expenses :**

Canada will not pay any travel or living expenses associated with performing the Work.

- iii. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

- iv. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.
- b. **Limitation of Expenditure**
- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are excluded and applicable taxes are extra.
 - ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
 - iii. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
 - iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- c. **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
 - ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- d. **Time Verification**
- Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.
- e. **Payment Credits**
- i. **Failure to Provide Resource:**

- A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of *10 days*.
- B. **Corrective Measures:** If credits are payable under this Article for *two consecutive months* or for *three months in any twelve-month period*, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and *20 working days* to rectify the underlying problem.
- C. **Termination for Failure to Meet Minimum Availability Level :** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor *3 months'* written notice of its intent, if any of the following apply :
 - 1. the total amount of credits for a given monthly billing cycle reach a level of *10%* of the total billing for that month; or
 - 2. the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
 - iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
 - iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
 - v. **Canada's Rights & Remedies not Limited :** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
 - vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.
- f. **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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1. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
2. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.10 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to the Project Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

1.11 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

1.12 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.202131537.154425323.1406223033). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

1.13 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

1.14 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

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- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. General Conditions 2035 (2016-04-04); General Conditions - Higher Complexity - Services;
- c. Annex A, Statement of Work;
 - i. Appendix A to Annex A - Tasking Assessment Procedure;
 - ii. Appendix B to Annex A - Task Authorization (TA) Form
 - iii. Appendix C to Annex A - Resources Assessment Criteria and Response Table
 - iv. Appendix D to Annex A - Certifications at the TA Stage
- d. Annex B, Evaluation Criteria
- e. Annex C, Basis of Payment;
- f. Annex D, Security Requirements Check List ;
- g. the Contractor's bid dated November 30, 2017

1.15 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

1.16 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

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- c. **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. **Cross Liability/Separation of Insured:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. **Employees and, if applicable, Volunteers** must be included as Additional Insured.
- h. **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. **Advertising Injury:** While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

1.17 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is

based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability :

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims :

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- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

1.18 PROFESSIONAL SERVICES - GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.
The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

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2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

1.19 PROFESSIONAL SERVICES FOR PRE-EXISTING SOFTWARE

- a. **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.

1.20 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

1.21 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

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1.22 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

1.23 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX "A". STATEMENT OF WORK

1. BACKGROUND

- 1.1 Department of Indian Affairs and Northern Development (DIAND) has the primary, but not exclusive responsibility for meeting the federal government's constitutional, treaty, political, and obligations to Indigenous and Northern peoples. Under this mandate, DIAND is responsible for the planning, design, implementation, assessment of policies, and the delivery of a variety of programs and services to Indigenous and Northern peoples and their communities.
- 1.2 In order to fulfill its mandate, DIAND has a number of applications that integrate with the SAP ERP Financial and Material Management System (hosted by Health Canada). These include the Grants and Contributions Information Management System (GCIMS), the Trust Funds Management System (TFMS), and the Shared Travel System (STS).
- 1.3 Treasury Board Secretariat (TBS) introduced a new Policy on Results to be implemented by departments by April 1, 2018. In order to comply with the fundamental requirements set out in the Policy, changes to the departmental coding structure are required.
- 1.4 It is incumbent on DIAND to reduce long term reliance on consultants and foster short term usage of professional services within the department for ongoing business functions through its insourcing plan.
- 1.5 DIAND has a requirement for a Change Management Consultant, a Business Process Re-engineering (BPR) Consultant, a Business Analyst, and an ERP Technical Analyst in order to enable the necessary organizational and system change activities. This work will directly support the efficient operation of financial functions throughout the department, assist in the transition from the old to the new financial coding structures, and support other related projects and initiatives.

2 OBJECTIVE

- 2.1 Due to a lack of resources and available expertise required to support the timely impact analysis, definition and implementation of departmental coding structure changes as a result of TBS led requirements and in support of DIAND's insourcing plan, DIAND is seeking to establish up to two competitively awarded contracts for a Level 3 - Change Management Consultant, a Level 2 - Business Process Re-engineering (BPR) Consultant, a Level 2 - Business Analyst, and a Level 2 - ERP Technical Analyst.
- 2.2 To ensure that DIAND has the timely, specialized expertise and attains the longer term stability through knowledge transfer required for the above objectives, DIAND has a requirement to establish two competitively awarded contracts.

3 SCOPE OF WORK

- 3.1 To provide respective services as a Change Management Consultant, a Business Process Re-engineering (BPR) Consultant, a Business Analyst, and an ERP Technical Analyst in support of the Project Authority, the Director, Financial Systems and Training, representing the business owner.
- 3.2 In the provision of services, the Contractor shall, on an "as and when required basis" and as described in the Contract or Task Authorization document issued, provide (to the satisfaction of the Project Authorities) services as specified in this Statement of Work (SOW).

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3.2.1 Typical activities of a Level 3 - Change Management Consultant may include (but are not limited to):

- a) Conducting and supporting a review and analysis of the current state of coding structures as a result of the SAP implementation and making recommendations for required changes as a result of TBS Policy on Results Framework requirements;
- b) Developing a work plan to re-define and implement the new requirements within the constraints of the framework;
- c) Analysis and development of business "critical success factors";
- d) Coordinating, supporting and working with operational business areas and SAP service providers to engage in the initiative where and when required;
- e) Support the implementation of the work plan through the provision of SAP data input, guidance and oversight of affected operational groups;
- f) Developing change management plans and strategies;
- g) Supporting SAP, GCIMS, TFMS and STS operational services when and where required;
- h) Providing any other related Change Management and Documentation services necessary in support of the operational pressures and requirements and in support of the insourcing initiative;
- i) Transferring knowledge to Government of Canada staff when required;
- j) Providing the project authority with appropriate project documentation and material;
- k) Providing weekly status reports to the project authority;
- l) Responsible for leading other functional staff to define business strategy and processes in support of transformation and change management activities;
- m) Participate in change impact analysis and change management activities;
- n) Coordinate development of training and coordination with other stakeholders; and,
- o) Create presentations and present to various stakeholders, and facilitate meetings and discussions.

3.2.2 Typical activities of a Business Process Re-engineering (BPR) Consultant, Level 2 may include (but are not limited to):

- a) Providing expert advice in defining new requirements and opportunities for applying efficient and effective solutions; identifying and providing preliminary costs of potential options;
- b) Providing expert advice in developing and integrating process and information models between business processes to eliminate information and process redundancies;
- c) Identifying candidate business processes for re-design, prototyping potential solutions, providing trade-off information and suggesting a recommended course of action. Identifying the modifications to automated processes;
- d) Analyzing business functional requirements to identify information, procedures and decision flows;
- e) Generating and executing test plans, procedures and scripts;
- f) Identifying and recommending new capability requirements and solution options;
- g) Using DIAND's standard methodology and processes including RUP;
- h) Working in a team environment;
- i) Working on projects using an iterative (SDLC) methodology;
- p) Participating in change impact analysis and change management activities;
- j) Transferring knowledge to Government of Canada staff when required;
- k) Coordinating development of training and coordination with other stakeholders;
- l) Creating presentations and presenting to various stakeholders, and facilitating meetings and discussions;
- m) Documenting workflows;
- n) Using business workflow and organizational modeling software tools; and,
- o) Any other tasks related to the type of work normally performed under this category.

3.2.3 Typical activities of a Business Analyst, Level 2 may include (but are not limited to):

- a) Performing business analyses of functional requirements to identify information, procedures, and decision flows;
- b) Evaluating existing procedures and methods, identifying and documenting items such as database content, structure, application subsystems;
- c) Defining and documenting interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems;
- d) Develop and document statements of requirements for considered alternatives;
- e) Support and use the selected departmental methodologies;
- f) Interacting with departmental representatives and project stakeholders to facilitate workshops to gather and finalize user requirements;
- g) Providing functional support for DIAND's Corporate Applications solutions, identifying problems or issues, preparing the required analyses and preparing recommendations;
- h) Translating user requirements into functional specifications and verifying the nature and scope of a proposed solution;
- i) Developing detailed statements of requirement for proposed system alternatives and/or business process transformations;
- j) Working closely with the development team to ensure functional specifications are easily translated into design documents and monitor project development status over time;
- k) Developing business migration strategies;
- l) Providing functional advice and guidance to DIAND regarding the development and implementation of system operating policies, procedures, manuals, guidelines and other related documents;
- m) Developing acceptance test criteria, test plans, executing tests, documenting and evaluating results;
- n) Documenting applications for later modification or reference by assembling specifications, flow charts, diagrams, layouts, programming, and operating instructions;
- o) Building capacity within DIAND regarding the standards, practices, and methodologies for functional business analysis and needs/requirement definition processes, with respect to DIAND's Corporate Applications;
- p) Participating in the preparation of procedural and training processes;
- q) Providing weekly status reports to the DIAND Project Authority; and,
- r) Any other related Functional Business Analysis and system support services necessary to ensure the operation of DIAND Corporate Applications systems.

3.2.4 Typical activities of an ERP Technical Analyst, Level 2 may include (but are not limited to):

- a) Providing support services to the software development and software testing teams;
- b) Assisting in activities associated with the technical architecture, design and implementation of DIAND solutions;
- c) Identifying and documenting issues to ensure that new and existing customized software processes perform correctly in the various supported SAP environments;
- d) Developing, documenting and performing unit testing according to DIAND standards, supporting changes or enhancements to DIAND solutions to meet technical or functional requirement specifications;
- e) Liaising with technical, functional and Departmental representatives to ensure that the business requirements are being met by the enhancements or upgrades;
- f) Assisting with the production level support and maintenance of DIAND software provided to the participating areas;
- g) Assisting in developing the documentation and/or training related to the software created or modified;
- h) Designing and documenting system components, interfaces and the operational environment;
- i) Designing data structures and files, subsystems and modules, programs, batch, on line and production;

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- j) Monitoring procedures, testing strategies, and systems;
- k) Implementation of quality assurance standards regarding implementation;
- q) Documentation of modules and procedures;
- l) Transferring knowledge to Government of Canada staff when required;
- m) Introduction of operating releases to the supported systems; and,
- n) Any other related technical system support services necessary to ensure the operation of other related DIAND corporate applications.

4 LOCATION OF WORK AND TRAVEL

- 4.1 The primary area of service delivery will be DIAND's Headquarters, located at 9 Montclair Blvd, Gatineau, Quebec and/or 10 Wellington St., Gatineau, Quebec.
- 4.2 The work shall be conducted on site at DIAND's facilities in the NCR.
- 4.3 DIAND is not responsible for the Contractor's travel and associated costs between the Contractor's business facility and DIAND's facilities in the NCR.

5 LANGUAGE OF WORK

- 5.1 The language of work and correspondence for this Contract is English. The language of all written deliverables shall be English.

APPENDIX A TO ANNEX "A" TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor (in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations".) Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time limit for a response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix E of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumé must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e. the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained.

In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Annex B to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

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APPENDIX B TO ANNEX A TASK AUTHORIZATION FORM

| TASK AUTHORIZATION | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------|---------------------|----------------------------------------|
| Contractor: | | Contract Number: | | |
| Commitment Number: _____ | | Financial Coding: _____ | | |
| Task Number: | | Date: | | |
| <p align="center">TA Request (For completion by Technical Authority)</p> | | | | |
| <p align="center">Statement of Work</p> | | | | |
| 2. PERIOD OF SERVICES | From: | | To: | |
| 3. Work Location | | | | |
| 4. Travel Requirements | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify: | | | |
| 5. Other Conditions /Restraints | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify: | | | |
| 6. Task Proposal (insert rows as required) Check (): | Estimated Cost \$ | | Fixed Price | \$ |
| 7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL | | | | |
| <input checked="" type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other | | | | |
| 8. BILINGUALISM (if applicable) | | | | |
| <input type="checkbox"/> YES | | | | <input checked="" type="checkbox"/> NO |
| List of the categories of personnel for whom the bilingualism is required: | | | | |
| N/A | | | | |
| <p align="center">TA Proposal (For completion by Contractor)</p> | | | | |
| 9. Estimated Cost Contract <Insert additional rows as required> | | | | |
| Category (Level) and Name of Proposed Resource | PWGSC Security File Number | Firm Per Diem Rate | Estimated # of Days | Total cost |
| | | \$ | | \$ |
| Professional services estimated cost | Total | | | \$ |
| | | | | QST \$ |
| | | | | Grand Total \$ |
| Travel & Living : \$0.00 | | Estimated Cost | | |

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| | |
|-----------------------------------|----------------------------|
| \$ | HST |
| \$0.00 | Total Travel & Living Cost |
| Grand Total for Labour and Travel | \$ |

| TA Approval | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|
| 10. Signing Authorities | | |
| Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor : | Contractor | Date |
| Name, Title and Signature of Individual Authorizing the use of this Standing Offer to Sign on Behalf of the Department of Indian Affairs and Northern Development Canada (DIAND) - Information Management Branch, (IMB) Michael Mihaylov, Manager, ADDDA | DIAND | Date |
| Name, Title and Signature of the Project Authority (Client) | Client or ADDDA | Date |
| Pursuant to Section 41 of the Financial Administration Act. Approved for the Minister | DIAND | Date |
| 11. Basis of Payment & Invoicing | | |
| <p>In Accordance with the article entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p> | | |

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APPENDIX C TO ANNEX A RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

1.0 Mandatory Resource Assessment Criteria:

2.0 Point Rated Resource Assessment Criteria:

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APPENDIX D TO ANNEX A CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above

Date

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4. CERTIFICATION OF LANGUAGE - English

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are

Unilingual English: fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date

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ANNEX "B" **BID EVALUATION CRITERIA**

| Item MT1 | Mandatory Requirement A.5 ERP Technical Analyst, Level 2 | Compliant (Yes/No) | Reference to Bidder's Proposal |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------|
| M1 | The Contractor MUST demonstrate that the proposed resource has experience as an ERP technical analyst in the Federal or Provincial or Municipal Government using Oracle Financials for a minimum of five (5) years and using SAP for a minimum of five (5) years. The Crown will accept Canadian Federal Crown Corporation project experience. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M2 | The Contractor MUST demonstrate that the proposed resource has a minimum of five (5) years using Oracle and PL/SQL. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M3 | The Contractor MUST demonstrate that the proposed resource has a minimum of five (5) years' of Information Technology (IT) work experience in Enterprise Resource Planning (ERP) projects. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M4 | The Contractor MUST demonstrate that the proposed resource has a minimum of five (5) years' experience in defining and finalizing data conversion strategies and specifications. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

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| Item RT1 | Rated Requirements A.5 ERP Technical Analyst, Level 2 | Max Points | Evaluation Criteria |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R1 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M1, as an ERP technical analyst. | 5 | 5 years or less = 0 points More than 5 years to 6 years = 2 points More than 6 years to 7 years = 3 points More than 7 years to 8 years = 4 points More than 8 years = 5 points |
| R2 | The Contractor should demonstrate that the proposed resource has experience working on projects developing PL/SQL scripts and stored procedures and packages for Oracle Financials and SAP. | 20 | Oracle Financials: Less than 3 years = 0 point 3 years or more = 10 points SAP: Less than 3 years = 0 point 3 years or more = 10 points |
| R3 | The Contractor should demonstrate that the proposed resource has experience troubleshooting, analyzing and resolving data related issues between systems interfacing with an ERP. | 10 | Less than 5 years = 5 points more than 5 years = 10 points |
| | Total-Candidate must achieve a minimum of 70% to be considered compliant | Maximum score (24) Maximum score (35) | |
| Total | | | |
| Min Pass | | | |

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| Item MT2 | Mandatory Requirement P.1 Change Management Consultant Level 3 | Compliant (Yes/No) | Reference to Bidder's Proposal |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------------|
| M1 | The Contractor MUST demonstrate that the proposed resource has a minimum of ten (10) years' experience working on Financial Systems business transformation projects with an overall budget of \$5 Million or more. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M2 | The Contractor MUST demonstrate that the proposed resource has a minimum of ten (10) years' experience in developing change management plans and strategies, communications materials, and presentations. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M3 | The Contractor MUST demonstrate that the proposed resource has a minimum of ten (10) years' experience in evaluating the impact of business transformation and changes in Large-Scale Organizations*. *Large-Scale Organization is defined as an organization with 3000 or more employees. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M4 | The Contractor MUST demonstrate that the proposed resource has a minimum of ten (10) years' experience in developing new business policies and procedures to support business changes and transformation. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

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| Item RT2 | Point Rated Criteria P.1 Change Management Consultant Level 3 | Max Points | Evaluation Criteria |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R1 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M2, in developing change management plans and strategies, communications materials, and presentations. | 4 | 10 years or less = 0 point More than 10 years to 11 years = 1 point More than 11 years to 12 years = 2 points More than 12 years to 13 years = 3 points More than 13 years = 4 points |
| R2 | The Contractor should demonstrate that the proposed resource has experience in conducting information gathering, interviews and workshops with business and technical communities in a Large-Scale De-Centralized Organization* in support of financial systems project initiatives. *Large-Scale De-Centralized Organization is defined as an organization with 3000 or more employees that are geographically disbursed. | 6 | 1 year or less = 1 point More than 1 year to 2 years = 2 points More than 2 years to 5 years = 4 points More than 5 years = 6 points |
| R3 | The Contractor should demonstrate that the proposed resource has experience working as a change manager on a financial systems project with a duration of six (6) months or more within one or more Federal Government Departments. | 9 | 1 Federal Government Department = 3 points 2 Federal Government Departments = 6 points 3 or more Federal Government Departments = 9 points |
| | Total-Candidate must achieve a minimum of 70% to be considered compliant | Minimum Score (13) Maximum Score (19) | |
| Total | | | |
| Min Pass | | | |

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| Item MT3 | Mandatory Requirement B.1 Business Analyst, Level 2 | Compliant (Yes/No) | Reference to Bidder's Proposal |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------|
| M1 | The Contractor MUST demonstrate that the proposed resource has a post-secondary degree in finance, accounting, business informatics, or management information systems or SAP academy-level certification in SAP R/3 at version 4.7 or above. The Crown will accept "SAP Certified Solution Consultant Supply Chain Management- Order Fulfillment with SAP ERP 2005" certification and "SAP Certified Technology Associate - Change Control Management for Solution Manager E2E 7.1 SP03" certification. The Crown will accept a CMA from the Certified Management Accounts of Ontario. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M2 | The Contractor MUST demonstrate that the proposed resource has a minimum of twelve (12) months experience within the past five (5) years as a business analyst on one (1) or more SAP projects. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M3 | The Contractor MUST demonstrate that the proposed resource has a minimum of five (5) years of experience performing business analyses of functional requirements to identify information, procedures, and decision flows. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

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| Item RT3 | Rated Requirements B.1 Business Analyst, Level 2 | Max Points | Evaluation Criteria |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R1 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M2, as business analyst on one (1) or more SAP projects. | 5 | 1 year or less = 0 point More than 1 year to 2 years = 2 points More than 2 years to 3 years = 3 points More than 3 years to 4 years = 4 points More than 4 years = 5 points |
| R2 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M3, performing business analyses of functional requirements to identify information, procedures, and decision flows. | 5 | 5 years or less = 0 point More than 5 years to 6 years = 2 points More than 6 years to 7 years = 3 points More than 7 years to 8 years = 4 points More than 8 years = 5 points |
| R3 | The Contractor should demonstrate that the proposed resource has experience with the SAP version 4.6 or higher software in the Canadian public sector environment (Federal, Provincial, and/or Municipal governments) within the past five (5) years. | 5 | 1 project = 1 point 2 projects = 3 points More than 2 projects = 5 points |
| R4 | The Contractor should demonstrate that the proposed resource has experience within the past five (5) years as business analyst on an SAP project team involving four or more integrated SAP modules. | 5 | 1 project = 1 point 2 projects = 3 points More than 2 projects = 5 points |
| R5 | The Contractor should demonstrate that the proposed resource has experience within the past five (5) years in the life cycle of an ERP implementation or upgrade project including fit/gap, research/analysis, planning, business process procedures documentation, design, development, configuration, unit testing, integration testing, systems user acceptance testing, installation, conversion, training/documentation, go-live, post-implementation follow-up and lessons learned. | 10 | 1 to 4 areas = 2 points 5 to 7 areas = 6 points 8 areas or more = 10 points |
| R6 | The Contractor should demonstrate that the proposed resource has experience in the past five (5) years making presentations, facilitating meetings and preparing training materials | 5 | 1 project = 1 point 2 projects = 3 points More than 2 projects = 5 points |
| | Total-Candidate must achieve a minimum of 70% to be considered compliant | Minimum Score (24) Maximum Score (35) | |
| Total | | | |
| Min Pass | | | |

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| Item MT4 | Mandatory Requirement B.1 Business Process Re-engineering (BPR) Consultant Level 2 | Compliant (Yes/No) | Reference to Bidder's Proposal |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------|
| M1 | The Contractor MUST demonstrate that the proposed resource has a minimum of five (5) years of experience working on IM/IT SAP Business transformation projects with an overall budget of \$5 Million or more. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M2 | The Contractor MUST demonstrate that the proposed resource has a minimum five (5) years of experience with SAP in the Federal or Provincial or Municipal Government environment. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| M3 | The Contractor MUST demonstrate that the proposed resource has a minimum five (5) years of experience providing advice in analyzing and defining new requirements and opportunities, and costing of potential options. | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

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| Item RT4 | Rated Requirements B.1 Business Process Re-engineering (BPR) Consultant Level 2 | Max Points | Evaluation Criteria |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R1 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M1, working on IM/IT SAP Business transformation projects with an overall budget of \$5 Million or more. | 5 | 5 years or less = 0 point More than 5 years to 6 years = 2 points More than 6 years to 7 years = 3 points More than 7 years to 8 years = 4 points More than 8 years = 5 points |
| R2 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M2, with SAP in a Canadian Federal Government environment. | 5 | 5 years or less = 0 point More than 5 years to 6 years = 2 points More than 6 years to 7 years = 3 points More than 7 years to 8 years = 4 points More than 8 years = 5 points |
| R3 | The Contractor should demonstrate that the proposed resource has additional experience, in excess of Mandatory Criteria M3, providing advice in analyzing and defining new requirements and opportunities, and costing of potential options. | 5 | 5 years or less = 0 point More than 5 years to 6 years = 2 points More than 6 years to 7 years = 3 points More than 7 years to 8 years = 4 points More than 8 years = 5 points |
| R4 | Demonstrated work experience with SAP implementations or upgrades each with a minimum of 3 of the following modules within the last ten (10) years: FI, FM, CO, MM, SD, PS, PM. | 30 | 5 points per project; Additional 5 points for demonstrated experience with all 7 modules |
| R5 | Demonstrated work experience developing SAP implementation or upgrade strategies and business cases within the last ten (10) years. | 15 | 1 project = 5 points 2 projects = 10 points 3 projects = 15 points |
| R6 | Demonstrated work experience providing strategic advice in developing SAP 4.7 or ERP 6.0 enterprise architecture. | 15 | 1 project = 5 points 2 projects = 10 points 3 projects = 15 points |
| R7 | Demonstrated experience conducting Fit/Gap analyses and analyses on customizations during SAP Upgrade or implementation projects | 15 | 1 project = 5 points 2 projects = 10 points 3 projects = 15 points |
| R8 | Demonstrated experience related to scoping and project planning, including FIT/GAP analysis, design, resourcing requirements, milestones and critical path within the last ten (10) years. | 15 | 1 project = 5 points 2 projects = 10 points 3 projects = 15 points |

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| Item RT4 | Rated Requirements B.1 Business Process Re-engineering (BPR) Consultant Level 2 | Max Points | Evaluation Criteria |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------|
| R9 | Demonstrated experience providing strategic advice to senior management in the Public Sector. | 15 | 1 project = 5 points 2 projects = 10 points 3 projects = 15 points |
| R10 | Certification in a Project Management methodology including SAP's ASAP certification, PMP or ITIL certification - Prince2 Certification will be accepted. | 10 | |
| | Total-Candidate must achieve a minimum of 70% to be considered compliant | Minimum Score (91) Maximum Score (130) | |
| Total | | | |
| Min Pass | | | |

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ANNEX C BASIS OF PAYMENT

Initial Contract Period: April 1, 2018 to March 31, 2019

| Resource Category | Level of Expertise | Estimated Number of Days | Firm Per Diem Rate | Total Cost |
|-------------------------------------------------------|--------------------|--------------------------|--------------------|----------------------|
| A.5 ERP Technical Analyst | 2 | | | \$212,250.00 |
| P.1 Change Management Consultant | 3 | | | \$227,200.00 |
| B.1 Business Analyst | 2 | | | \$240,000.00 |
| B.5 Business Process Re-engineering (BPR) Consultant | 2 | | | \$189,800.00 |
| Total Price Initial Contract Period | | | | \$ 869,250.00 |


Option Period 1: April 1, 2019 to March 31, 2020

| Resource Category | Level of Expertise | Estimated Number of Days | Firm Per Diem Rate | Total Cost |
|-------------------------------------------------------|--------------------|--------------------------|--------------------|----------------------|
| A.5 ERP Technical Analyst | 2 | | | \$212,250.00 |
| P.1 Change Management Consultant | 3 | | | \$113,600.00 |
| B.1 Business Analyst | 2 | | | \$192,000.00 |
| B.5 Business Process Re-engineering (BPR) Consultant | 2 | | | \$ 94,900.00 |
| Total Price Option Period 1 | | | | \$ 612,750.00 |

| | |
|---------------------------------------------|------------------------|
| Total Bid Price | |
| (Initial Contract Period + Option Period 1) | \$ 1,482,000.00 |

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ANNEX D SECURITY REQUIREMENTS CHECK LIST (SRCL)

| | | | |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------------|
|  Government of Canada Gouvernement du Canada | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Contract Number / Numéro du contrat G000000 PS SRCL00</td> </tr> <tr> <td style="text-align: center;">Security Classification / Classification de sécurité UNCLASSIFIED</td> </tr> </table> | Contract Number / Numéro du contrat G000000 PS SRCL00 | Security Classification / Classification de sécurité UNCLASSIFIED |
| Contract Number / Numéro du contrat G000000 PS SRCL00 | | | |
| Security Classification / Classification de sécurité UNCLASSIFIED | | | |

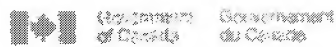
| SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada | 2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant |
| 4. Brief Description of Work / Brève description du travail Potential Services - Standing Orders and Supply Arrangements | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? La fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | |
| Canada <input checked="" type="checkbox"/> | NATO / OTAN <input type="checkbox"/> |
| Foreign / Étranger <input type="checkbox"/> | |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | |
| No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays : | All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays : |
| No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays : | |
| 7. c) Level of Information / Niveau d'information | |
| PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/> PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TOP SECRET 560-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



Contract 4600001476



| |
|------------------------------------------------------|
| Contract Number / Numéro du contrat |
| Common PS SRC-126 |
| Security Classification / Classification de sécurité |
| UNCLASSIFIED |

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité.

9. Will the supplier require access to extremely sensitive (INFOSEC) information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement sensible?
If Yes, indicate the level of sensitivity.

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

10. Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

| | | | |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRES SECRET |
| <input type="checkbox"/> TOP SECRET - SIGHT TRES SECRET - SIGHT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET |
| <input type="checkbox"/> SITE ACCESS ACCES AUX EMPLACEMENTS | | | |

Special comments:
Commentaires particuliers:

NOTE: If multiple levels of screening are required, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

11. Will unclassified personnel be used for portions of the work?
Du personnel sans information background peut-il se voir confier des parties du travail?
If Yes, will unclassified personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

12. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

12. b) Will the supplier be required to safeguard UNCLASSIFIED information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION

13. Will the production (manufacture) and/or repair and/or modification of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les opérations de fabrication et/ou réparation et/ou modification du matériel PROTÉGÉ et/ou CLASSIFIÉ auront-elles lieu au site du fournisseur?

INFORMATION TECHNOLOGY (IT) / MATERIEL / SUPPORT RELATIF A LA TECHNOLOGIE DE L'INFORMATION (TI)

14. a) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour entreposer, produire ou stocker électroniquement des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

14. b) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Existera-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

PS/SRC-126-103/2004(12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Contract 4600001476



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Contract No. 4600001476
Security Classification / Classification de sécurité
UNCLASSIFIED

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui complètent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui répondent en format en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisis dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Supply Category / Catégorie | PROTECTED / PROTÉGÉ | | | CLASSIFIED / CLASSIFIÉ | | AUTO | | | | | CONSENS | | | | |
|-----------------------------|---------------------|---|---|-----------------------------|--------|--------------------------|----------------------------------------------|---------------------------------------|-------------|---------------------------------------------------------------------------------------------|---------------------|-----------------------------|--------|--------------------------|--|
| | A | B | C | Confidential / Confidentiel | Secret | Top Secret / Très Secret | NATO Restricted / NATO DE SÉCURITÉ RESTREINT | NATO Confidential / NATO CONFIDENTIAL | NATO Secret | Control for export control with State / Contrôle pour contrôle des exportations avec l'État | PROTECTED / PROTÉGÉ | CONFIDENTIAL / CONFIDENTIEL | Secret | Top Secret / Très Secret | |
| Procurement / Achats | | | | | | | | | | | | | | | |
| Manufacturing / Fabrication | | | | | | | | | | | | | | | |
| IT / Informatique | | | | | | | | | | | | | | | |
| Logistics / Logistique | | | | | | | | | | | | | | | |
| Other / Autres | | | | | | | | | | | | | | | |

12. a) Is the description of the work contained within the SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LERS est-elle PROTÉGÉE et/ou CLASSIFIÉE?
☒ No / Non ☐ Yes / Oui
If Yes, classify this form by entering the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la zone intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?
☒ No / Non ☐ Yes / Oui
If Yes, classify this form by entering the top and bottom in the area entitled "Security Classification" and indicate with attachment (e.g. SECRET with attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la zone intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

UNCLASSIFIED (UNCLASSIFIED)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Contract 4600001476



Government of Canada

Gouvernement du Canada

| |
|------------------------------------------------------|
| Classification / Classification de sécurité |
| Control PS SCLUB |
| Security Classification / Classification de sécurité |
| UNCLASSIFIED |

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------|-------------------------------------------------------------------------------------------|
| PART 1 AUTHORIZATION PARTIE 1 AUTORISATION | | | |
| 13. Organization Project Authority / Charge de projet de l'organisme | | | |
| Name (print) - Nom (en lettres majuscules) | Title - Titre | | Signature |
| Controlled Professional Services System, CPSS | Professional Services - Methods of Supply | | <i>Robert Lacombe</i> |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| 000-000-0000 | 000-000-0000 | 6590.CPSS@pago-pagac.gc.ca | 2012/03/13 |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme | | | |
| Name (print) - Nom (en lettres majuscules) | Title - Titre | | Signature |
| Chenon, Anne | SO | | <i>Annick Charbon</i> |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| 819-954-8013 | 819-954-1618 | annick.charbon@pago-pagac.gc.ca | March 30, 2012 |
| 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? | | | |
| | | | <input type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> Oui |
| 16. Procurement Officer / Agent d'approvisionnement | | | |
| Name (print) - Nom (en lettres majuscules) | Title - Titre | | Signature |
| | | | |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| | | | |
| 17. Contracting Security Authority / Autorité contractuelle en matière de sécurité | | | |
| Name (print) - Nom (en lettres majuscules) | Title - Titre | | Signature |
| | | | <i>Jacques Sauveur</i> |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| | | | 27 March 2012 |


Jacques Sauveur
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Jacques.Sauveur@pago-pagac.gc.ca
Tel/Fax - 819-954-1732 / Fax/Téléc - 819-954-4171

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Contract 4600001476

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| 9. Signature / Signature Document / Document | | 10. Date / Date Document / Document | |
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| 95. Distribution / Distribution Document / Document | | 96. Remarks / Remarques Document / Document | |
| 97. Signature / Signature Document / Document | | 98. Date / Date Document / Document | |
| 99. Distribution / Distribution Document / Document | | 100. Remarks / Remarques Document / Document | |

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